

**REMARKS**

Reconsideration of the subject application is respectfully requested in light of the comments which follow.

Claims 2-19, 21-64, 66-81 and 84-86 were pending in this application. In this response, no claim is amended, canceled or added. Thus, claims 2-19, 21-64, 66-81 and 84-86 remain pending.

***CLAIM REJECTIONS UNDER 35 U.S.C. §103***

Claims 2-19, 21-64, 66-5, 79-81 and 84-86 stand rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over U.S. Patent No. 4,833,618 to Verma et al. (hereinafter “*Verma*”) in view of U.S. Patent Application Publication 2002/0018545 to Crichlow (hereinafter “*Crichlow*”) and further in view of U.S. Patent Application Publication 2002/0193144 to Belski et al. (hereinafter “*Belski*”) for the reasons presented at pages 2-8 of the Official Action.

Claims 11 and 48 each recite “wherein a product or service providing company may automatically interrupt the supply of services and products to the consumer-user through communication with the communication unit.” The Examiner admits that neither *Verma* nor *Crichlow* discuss a service provider being able to interrupt the service and product. However, the Examiner alleges that *Belski* discloses a product or service providing company automatically interrupting the supply of services and products to the consumer-user through communication with the communication unit.

Applicants respectfully traverse the rejection. The Examiner appears to have misinterpreted *Belski*. *Belski* fails to disclose a product or service providing company being

capable of automatically interrupting the supply of services and products to the consumer-user through communication with the communication unit as recited in claims 11 and 48. The master station to which the Examiner appears to be equating to a communication unit is located at the utility provider and not installed in or near property of a consumer. *See, e.g.*, p. 4, para. 56. The unit that acquires sensor information installed in or near property of a consumer in *Belski* is the central data box (CDB). *See, e.g.*, p. 3, paras. 48 and 50. *Belski* fails to disclose the product or service providing company being capable of interrupting the supply of services and products automatically through communication between the master station and the CDB.

The Examiner appears to rely on the fact that the master station can report service interruptions. However, *Belski* fails to disclose to what or whom the master station reports service interruptions. Further, even if, *arguendo*, *Belski* disclosed reporting service interruptions to the CDB, there is no disclosure that such a reporting would automatically interrupt the supply of services or products to the consumer-user. Means and method to report an interruption and cause an interruption are not the same.

For communication with the communication unit to automatically interrupt service or products, the communication unit must have control over the service or products. For example, the communication unit could be connected to safety switches on the individual appliances or valves to shut off flow of natural gas or water. In such an example, the communication unit would also include software enabling the communication unit to receive instructions from the communication center and control the switches or valves. This is different from the passive methods and systems taught by *Verma*, *Crichlow*, and *Belski*.

*Verma* merely discloses a method for the meter to be automatically read without the need for a person to be sent to the site of the meter. The RDU of *Verma*, allegedly equivalent to a

“communication unit,” does not have any control over the amount of service or products provided. The RDU merely receives information from the sensors and accumulates and sends that information to a utility data processor. *See, e.g.*, cols. 9 and 10.

*Crichlow* discloses a method wherein the information obtained by a meter sensor is transmitted to a home computer. Allegedly this information obtained by the home computer is sent to the utility company, which accumulates information, formulates bills, sends the bills over the internet back to the home computer, and accepts payments over the internet from the home computer. *See, e.g.*, col. 3, paras. 35 and 40. Further, *Crichlow* discloses that the system automatically determines the working status of the customer’s electric, natural gas or water system over the internet during times of outages and other disaster related incidents. *See, e.g.*, col. 3, para. 36. This would enable the utility company to be notified of a problem, but does not teach that the service or products could be automatically interrupted by communication with the communication unit. There is no discussion in *Crichlow* of safety switches or valves controlled by the home computer. The utility company would be notified of a problem and be able to fix it using traditional means of shutting off the electricity, natural gas or water, but not by merely communicating with the communication unit or home computer, at least because *Crichlow* describes no means for the home computer to affect the supply of service or products. The communication between the utility company and the home computer in *Crichlow* is merely to provide pricing information, a bill, and ability to the pay the bill over the internet. The pricing could be used by a consumer-user to affect its usage, but no steps were involved to allow the utility company or the consumer-user to affect the usage automatically by communicating with the communication unit.

*Belski* discloses that the system allows the master station to report service interruptions. This would enable the utility company to be notified of a problem, but does not teach that the service or products could be automatically interrupted by communication with the communication unit. There is no discussion in *Belski* of safety switches or valves controlled by the CDB. The utility company would be notified of a problem and be able to fix it using traditional means of shutting off the electricity, natural gas or water and then report it to the consumer via the CDB, but not interrupting service by merely communicating with the communication unit or CDB, at least because *Belski* describes no means for the CDB to affect the supply of service or products.

The Examiner appears to rely on paragraph 70 on page 5 of *Belski* for allegedly disclosing an interrupt service routine. However, the Examiner has misinterpreted the phrase “interrupt service routine” in relation to the overall disclosure of *Belski*. The “interrupt service routine” in *Belski* refers to a routine that disables the hardware timer causing its interruption and resets its state to ready the device for the next transmission. *See, e.g.*, p. 5, para. 67. Therefore, the “interrupt service routine” in *Belski* is referring to interrupting the clock for the sensor or at most interrupting the meter reading in order to begin a transmission between the CDB and master station. Service and products in Applicant’s claims refers to for example providing gas, electricity, or water. There is no disclosure in *Belski* that the master station through communication with the CDB interrupts the flow of gas, electricity or water to the consumer-user. Further, *Belski* fails to disclose the master station having any control over the CDB other than controlling how or when the CDB provides the meter data. *See, e.g.*, p. 7, para. 88.

Therefore, *Verma*, *Crichlow*, and *Belski* fail to disclose “wherein a product or service providing company may automatically interrupt the supply of services and products to the

consumer-user through communication with the communication unit” as recited in claims 11 and 48. Further, unlike the Examiner’s allegation, automatic interruption of the supply of services and products through communication with the communication unit requires more than merely coding software. First, one of ordinary skill in the art would have had to come up with the idea to use the communication unit as the means of interrupting service, which was discovered by Applicants. Second, one of ordinary skill in the art would have had to establish a system that links the communication unit to the supply of services and products, when the teachings of *Verma*, *Crichlow*, and *Belski* merely disclose the communication unit only receiving information from meters with no other contact with the supply of services and products. Without any evidence to support such knowledge of ordinary skill in the art, the Examiner has impermissibly relied solely on Applicants’ own disclosure for supporting the Examiner’s conclusion of obviousness. Thus, for at least these reasons, no *prima facie* case of obviousness has been established.

Dependent claims 2-10, 12-19, 21-47, 49-64, and 85-86, which depend from claims 11 and 48, respectively, are also not obvious for at least reasons similar to those for claims 11 and 48. For at least these reasons the rejection should be withdrawn.

Further, claim 80 recites that the communication unit comprises “means for interrupting the supply of services and product to the consumer-user, if instructions are received for such an interruption from the communication center,” and that the communication center comprises “means for creating and transmitting instructions to communication units to interrupt the supply of services and products to the consumer-user.” *Verma*, *Crichlow*, and *Belski* are silent to the communication unit comprising any “means for interrupting the supply of services and products to the consumer-user.” For at least this reason and reasons similar to the method claims

discussed above, no *prima facie* case of obviousness has been established for the system of claim 80.

Dependent claims 66-75, 79, 81 and 84, which depend from claim 80, are also not obvious for at least reasons similar to those for claim 80. For at least these reasons the rejection should be withdrawn.

Claims 76-78 stand rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over *Verma* in view of *Crichlow* and in further view of U.S. Patent No. 5,559,894 to Lubliner et al. (hereinafter “*Lubliner*”) for the reasons presented at pages 9-10 of the Official Action.

Applicants respectfully traverse these rejections. Claims 76-78 each depend on claim 80. As presented above, *Verma*, *Crichlow*, and *Belski* at least fail to disclose or suggest a communication unit comprising “means for interrupting the supply of services and products to the consumer-user” as recited in claim 80. Therefore, for at least this reason *Verma*, *Crichlow*, and *Belski* fail to teach all of the elements recited in claims 76-78. Accordingly, Applicants respectfully request withdrawal of the rejections.

***CONCLUSION***

From the foregoing, further and favorable action in the form of a Notice of Allowance is earnestly solicited. Should the Examiner feel that any issues remain, it is requested that the undersigned be contacted so that any such issues may be adequately addressed and prosecution of the instant application expedited.

Respectfully Submitted,

*Elaine P. Spector*

Date: February 26, 2010  
DRINKER BIDDLE & REATH LLP  
Customer No. 55694  
1500 K Street, N.W., Suite 1100  
Washington, D.C. 20005-1209  
Tel. No.: 202-842-8800  
EPS:mk

By:

Elaine P. Spector  
Reg. No. 40,116  
Attorney for Applicants  
Tel. No.: (202) 842-8863  
Fax No.: (202) 842-8465